

Stipulated Award
NASD Dispute Resolution

In the Matter of the Arbitration Between:

Willy Salas (Claimant) v. Prudential Equity Group, LLC f/k/a Prudential Securities, Inc. and Michael Gill (Respondents)

Case Number: 03-04418

Hearing Site: New York, New York

Nature of the Dispute: Customer v. Member and Associated Person.

REPRESENTATION OF PARTIES

Claimant Willy Salas ("Salas") hereinafter referred to as "Claimant": Dale Ledbetter, Esq. and Jan Atlas, Esq., Adorno & Yoss, P.A., Ft. Lauderdale, FL.

Respondents Prudential Equity Group, LLC f/k/a Prudential Securities, Inc. ("Prudential") and Michael Gill ("Gill") hereinafter collectively referred to as "Respondents": Mildred M. McLaney, Esq., Prudential Equity Group, LLC, New York, NY.

CASE INFORMATION

Statement of Claim filed on or about: June 16, 2003.

Claimant signed the Uniform Submission Agreement: June 16, 2003.

Joint Statement of Answer filed by Respondents on or about: September 5, 2003.

Respondent Prudential signed the Uniform Submission Agreement.

Respondent Gill signed the Uniform Submission Agreement: July 23, 2003.

CASE SUMMARY

Claimant asserted the following causes of action: violation federal securities laws; NASD Rules of Foreign Practice and NYSE Rules; negligence; breach of fiduciary duty; failure to supervise; and vicarious liability against Respondent Prudential. The causes of action relate to the purchase of options.

Unless specifically admitted in their Answer, Respondents denied the allegations of wrongdoing set forth in the Statement of Claim.

RELIEF REQUESTED

Claimant requested compensatory damages in the amount of \$200,000.00; consequential damages; punitive damages; costs, opportunity costs, interest, and attorneys' fees; and such other

relief as the Arbitration Panel deems just and proper.

Respondents requested dismissal of the Statement of Claim in its entirety, with prejudice. Respondent Gill requested that this matter be expunged from his CRD record.

OTHER ISSUES CONSIDERED AND DECIDED

The parties entered into a confidential settlement agreement pursuant to which the parties have stipulated to dismiss this proceeding and to jointly request that the references to this proceeding be expunged from the registration records of Respondent Gill.

The parties agreed that the Award in this matter may be executed in counterpart copies or that a handwritten, signed Award may be entered.

AWARD

The parties entered into an agreement to present to the Panel a Stipulated Award. Now, in lieu of a hearing and upon motion of both parties for an entry of an award, the written stipulation thereto, the Panel grants the motion and enters this award granting the following relief:

1. Claimant's claims are dismissed in their entirety.
2. Each party shall bear its own costs, including forum fees and attorneys' fees.
3. The Panel recommends the expungement of all reference to the above captioned arbitration from Respondent Michael Gill's registration records maintained by the NASD Central Registration Depository ("CRD"), with the understanding that pursuant to NASD Notices to Members 99-09 and 99-54, Respondent Gill must obtain confirmation from a court of competent jurisdiction before CRD will execute the expungement directive.
4. Any and all relief not specifically addressed herein is denied.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

NASD Dispute Resolution, Inc. will retain or collect the non-refundable filing fees for each claim:

Initial claim filing fee	= \$300.00
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Member Fees

Member fees are assessed to each member firm that is a party in these proceedings or to the member firm that employed the associated person at the time of the events giving rise to the dispute. In this matter, Prudential Equity Group, LLC f/k/a Prudential Securities, Inc. is a party.

Member Surcharge	= \$1,700.00
Pre-Hearing Process Fee	= \$ 750.00
Hearing Process Fee	= \$2,750.00
Total Member Fees	= \$5,200.00

Forum Fees and Assessments

The Panel assesses forum fees for each hearing session conducted. A hearing session is any meeting between the parties and the arbitrators, including a pre-hearing conference with the arbitrators, that lasts four (4) hours or less. Forum fees associated with these proceedings are:

One (1) Pre-hearing conference session with the Panel @ \$1,125.00/session	= \$1,125.00
Pre-hearing conference: January 6, 2004 1 session	
Total Forum Fees	= \$1,125.00

1. The Panel has assessed \$562.50 of the forum fees against Claimant.
2. The Panel has assessed \$562.50 of the forum fees against Respondent Prudential.

Fee Summary

1. Claimant is solely liable for:

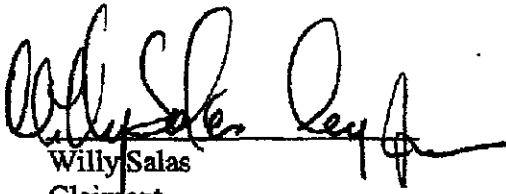
Initial Filing Fee	= \$ 300.00
Forum Fees	= \$ 562.50
Total Fees	= \$ 862.50
Less payments	= \$1,425.00
Refund Due Claimant	= \$ 562.50

2. Respondent Prudential is solely liable for:

Member Fees	= \$5,200.00
Forum Fees	= \$ 562.50
Total Fees	= \$5,762.50
Less payments	= \$5,200.00
Balance Due NASD Dispute Resolution	= \$ 562.50

All balances are due and payable to NASD Dispute Resolution

Parties' Signatures


Willy Salas
Claimant

Signature Date

Prudential Equity Group f/k/a
Prudential Securities, Inc.
Respondent

Signature Date

Michael Gill
Respondent

Signature Date

Parties' Signatures

Willy Salas
Claimant

Signature Date

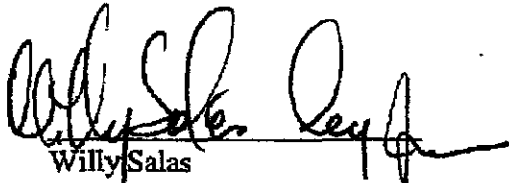
David D. Toney, Of Counsel
Prudential Equity Group f/k/a
Prudential Securities, Inc.
Respondent

16. Sept. '04
Signature Date

Michael Gill / on behalf (w/ permission)
Michael Gill
Respondent

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Signature Date

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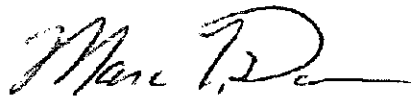
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Signature Date

ARBITRATION PANEL

Marc T. Danon, Esq.	-	Public Arbitrator, Presiding Chair
Thomas D. Giordano, Esq.	-	Public Arbitrator
Robert A. Foy, Esq.	-	Non-Public Arbitrator

Concurring Arbitrators' Signatures



Marc T. Danon, Esq.
Public Arbitrator, Presiding Chair

9-20-04

Signature Date

Thomas D. Giordano, Esq.
Public Arbitrator

Signature Date

Robert A. Foy, Esq.
Non-Public Arbitrator

Signature Date

December 30, 2004
Date of Service (For NASD office use only)

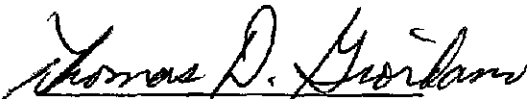
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